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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

KAREN TAVENNER, on behalf of herself and)
all others similarly situated,)

Plaintiff,)

v.)

THE TALON GROUP, A DIVISION OF FIRST)
AMERICAN TITLE INSURANCE COMPANY,)

Defendant.)

C09-1370^{RSL}

Case No. C09-

NOTICE OF REMOVAL

(King County Superior Court,
No. 09-2-30644-3)



09-CV-01370-CMP

Pursuant to 28 U.S.C. §§ 1332, 1441, 1446 and 1453, defendant The Talon Group, a division of First American Title Insurance Company, hereby removes to the United States District Court for the Western District of Washington the above-captioned lawsuit, originally filed as Case No. 09-2-30644-3 SEA in the Superior Court of Washington for King County.

Removal is proper on the following grounds:

Removal Is Timely

1. Plaintiff filed this action on August 18, 2009.
2. Plaintiff first served defendant with a copy of the Complaint on August 28, 2009. This notice of removal is timely pursuant to 28 U.S.C. § 1446(b) because The Talon

SEA 29294
no issue

1 Group is filing the notice of removal within thirty days after completion of service.

2 **This Is a Proposed "Class Action"**

3 3. Plaintiff brings this case as a class action, Compl. ¶ 12, and seeks certification of
4 a class under Washington Superior Court Civil Rule 23. *Id.* This action is a proposed "class
5 action" under 28 U.S.C. § 1332(d)(1)(B), defined as "any civil action filed under Rule 23 of the
6 federal Rules of Civil Procedure or similar State statute or rule of judicial procedure
7 authorizing an action to be brought by one or more representative persons as a class action."

8 **Plaintiff Proposes a Class of More than 100 Persons**

9 4. In the Complaint, plaintiff asserts claims against defendant for breach of
10 contract, breach of fiduciary duty and violation of Washington's Consumer Protection Act
11 ("CPA") on behalf of herself and the following proposed class:

12 all persons who, within the applicable statute of limitations, had an escrow
13 transaction with Defendant, who obtained title insurance for such
14 transaction from First American Title Insurance Company, who were
15 charged fees by The Talon Group or First American Title Insurance
16 Company not permitted by law or contract and/or who were informed or
17 charged such fees in a deceptive matter.

18 Compl. 12. Plaintiff alleges that "[t]he Class that plaintiff seeks to represent is composed of
19 potentially thousands of individuals." *Id.* Defendant's records confirm that the proposed class
20 would include far more than 100 persons. Treat Decl. ¶ 3. The number of persons in the
21 proposed class therefore exceeds 100. 28 U.S.C. § 1332(d)(5)(B).

22 **The Amount in Controversy Exceeds \$5,000,000**

23 5. "In a class action, the claims of the individual class members shall be aggregated
24 to determine whether the matter in controversy exceeds the sum or value of \$5,000,000,
25 exclusive of interest and costs." 28 U.S.C. § 1332(d)(6). This is an "action in which the matter
26 of controversy exceeds the sum or value of \$5,000,000." 28 U.S.C. § 1332(d)(2). Where a
27 plaintiff fails to plead a specific amount of damages and the amount in controversy is not
"facially apparent" from the complaint, "the court may consider facts in the removal" notice to

1 determine the amount at issue. *Kroske v. U.S. Bank Corp.*, 432 F.3d 976, 980 (9th Cir. 2005)
 2 (quoting *Singer v. State Farm Mut. Auto. Ins. Co.*, 113 F.3d 373, 377 (9th Cir. 1997)).

3 6. Plaintiff seeks to recover against defendant with respect to two categories of
 4 alleged damage:

5 (a) **First**, plaintiff alleges that The Talon Group unlawfully secured “title insurance
 6 from itself, through some other division, rather than seek such insurance at the lowest possible
 7 rate for Plaintiff and the Class.” Compl. ¶ 9. She therefore requests “[t]hat the Court enter a
 8 judgment in favor of Plaintiff and the Class against Defendant, directing equitable restitution of
 9 premiums for title insurance.” *Id.* Prayer ¶ B. The amount of premiums for title insurance
 10 collected from the proposed class members during the past six years, i.e., during the period of
 11 the “applicable statute of limitations” on plaintiff’s breach of contract claim, substantially
 12 exceeds \$5,000,000. Treat Decl. ¶ 4.

13 (b) **Second**, plaintiff alleges that she and the proposed class “were charged fees by
 14 The Talon Group or First American Title Insurance Company not permitted by law or
 15 contract.” Compl. ¶ 12. In particular, plaintiff complains that she “was charged a
 16 wire/express/tax fee, a Consumer Debt Processing Fee, a Reconveyance Fee and a Mortgage
 17 recording fee, all of which were not permitted, or marked up, or not even incurred, or incurred
 18 in breach of Defendant’s fiduciary duties.” *Id.* ¶ 22. She therefore requests “[t]hat the Court
 19 enter a judgment in favor of Plaintiff and the Class against Defendant, directing equitable
 20 restitution of . . . fees illegally collected.” *Id.* Prayer ¶ B. The amount of reconveyance and
 21 recording fees collected from the proposed class members during the past six years, i.e., during
 22 the period of the “applicable statute of limitations” on plaintiff’s breach of contract claim,
 23 exceeds \$4,000,000. Treat Decl. ¶ 4. Although The Talon Group was unable to compile for
 24 inclusion in this notice the precise amount of the remaining fees at issue (such as the wire/
 25 express/tax fee and the Consumer Debt Processing Fee), it estimates that the amount of those
 26 fees exceeds \$1,000,000 over the past six years. *Id.*

7. Plaintiff alleges that The Talon Group acted as an escrow agent with respect to thousands of similarly situated individuals, and that Defendant systematically engaged in the complained-of conduct. Compl. ¶¶ 14, 15. In addition to the damages above, plaintiff also seeks treble damages under the CPA. Compl. ¶¶ 21-23 & Prayer ¶ B. In determining the amount in controversy, the Court should include the amount of treble damages and attorney fees and costs plaintiff claims under RCW 19.86.090, aggregated on a class-wide basis. *Chabner v. United of Omaha Life Ins. Co.*, 225 F.3d 1042, 1046 n.3 (9th Cir. 2000) (citing *Galt G/S v. JSS Scandinavia*, 142 F.3d 1150, 1156 (9th Cir. 1998); *Davenport v. Mut. Benefit Health & Accident Ass'n*, 325 F.2d 785, 787 (9th Cir. 1963)). If plaintiff and the proposed class were to prevail, their damages could be trebled without exceeding the \$25,000 per claim limit of RCW 19.86.090. Treat Decl. ¶ 6. Over the past four years, i.e., within the period of the CPA statute of limitations prescribed under Chapter 19.86 RCW, defendant collected substantially more than \$5,000,000 in title insurance premiums and more than \$3,500,000 in reconveyance and recording fees from putative class members. *Id.* Given that The Talon Group has charged putative class members title insurance premiums and complained-of fees exceeding \$8,500,000 during the CPA statute of limitations period, and given that plaintiff seeks treble damages and attorneys' fees, plaintiff has placed far more than \$5 million in controversy. *See* CR 101(a) (requiring explanation of "good faith belief" as to amount in controversy).

Diversity Exists

8. Under 28 U.S.C. § 1332(d)(2)(A), a district court may assert jurisdiction over a class action in which "any member of a class of plaintiffs is a citizen of a State different from any defendant." The Talon Group does not have a separate corporate existence but is instead a division of First American, which is therefore the proper legal entity for determining diversity of citizenship. First American is a corporation incorporated, organized, and existing under the laws of the State of California, with its principal place of business in Santa Ana, California. Treat Decl. ¶ 1.

1 9. Although plaintiff's Complaint does not allege plaintiff Karen Tavenner's
2 residency, the escrow transaction at issue concerned her residence located in North Bend,
3 Washington. Treat Decl. ¶ 7. Accordingly, diversity exists between at least one plaintiff and
4 The Talon Group, satisfying the requirements of 28 U.S.C. § 1332(d)(2)(A).

5 **The Exceptions to Jurisdiction Do Not Apply**

6 10. The exceptions to jurisdiction set forth in 28 U.S.C. §§ 1332(d)(3) and (4) do
7 not apply because The Talon Group, a division of First American, is the only Defendant, and it
8 is a California citizen.

9 **The Remaining Procedural Requirements Are Satisfied**

10 11. The United States District Court for the Western District of Washington is the
11 federal judicial district embracing King County Superior Court, where the suit was originally
12 filed. 28 U.S.C. § 128(b). Seattle is the proper division or location for the matter. CR 5(e)(1).

13 12. True and correct copies of the Summons and Complaint served on Defendant are
14 included as part of Exhibit A appended hereto as required by 28 U.S.C. § 1446(a). Exhibit A
15 includes the complete record of all records and proceedings in the state court.

16 13. Upon filing the Notice of Removal, The Talon Group will furnish written notice
17 to Plaintiff's counsel, and will file and serve a copy of this Notice with the Clerk of the King
18 County Superior Court, pursuant to 28 U.S.C. § 1446(d).

19 Wherefore, Defendant hereby removes this action from the Superior Court of
20 Washington for King County.

1 DATED this 28th day of September, 2008.

2 Davis Wright Tremaine LLP
3 Attorneys for Defendant

4 By: 

5 Stephen M. Rummage, WSBA #11168

6 Kenneth E. Payson, WSBA #26369

7 Darcy W. Shearer, WSBA #38992

8 1201 Third Avenue, Suite 2200

9 Seattle, WA 98101-3045

10 Telephone: 206-622-3150

11 Fax: 206-757-7700

12 E-mail: steverummage@dwt.com

13 kenpayson@dwt.com

14 darcyshearer@dwt.com

CERTIFICATE OF SERVICE

I hereby certify that on September 28, 2009, I caused a copy of the foregoing document to be served on plaintiffs' counsel as follows:

Rob Williamson
Williamson & Williams
187 Parfitt Way SW, Ste. 250
Bainbridge Island, WA 98110
roblin@williamslaw.com

Via U.S. Mail and E-Mail

Guy W. Beckett
Berry & Beckett, PLLP
1708 Bellevue Ave.
Seattle, WA 98122
gbeckett@beckettllaw.com

Messenger

DATED this 28th day of September, 2009.



Elaine Huckabee

EXHIBIT A

FILED

09 AUG 18 PM 3:33

KING COUNTY
 SUPERIOR COURT CLERK
 E-FILED
 CASE NUMBER: 09-2-30644-3 SEA

SUPERIOR COURT OF WASHINGTON IN AND FOR KING COUNTY

KAREN TAVENNER, on behalf of herself and
 others similarly situated,

Plaintiff,

v.

THE TALON GROUP, A DIVISION OF
 FIRST AMERICAN TITLE INSURANCE
 COMPANY,

Defendant.

No.

**COMPLAINT FOR BREACH OF
 FIDUCIARY DUTIES, BREACH OF
 CONTRACT, VIOLATION OF THE
 CONSUMER PROTECTION ACT,
 STATUTORY PENALTIES AND
 INJUNCTIVE AND DECLARATORY
 RELIEF**

**CLASS ACTION PURSUANT
 TO CR 23(b)(2) OR CR 23(b)(3)**

I. INTRODUCTION

1. Plaintiff, on behalf of herself and the Class of all those similarly situated, brings this action for breach of contract, violation of fiduciary duties and the Consumer Protection Act (RCW 19.86), statutory penalties and injunctive and declaratory relief under Washington State law against the Defendant, and in support thereof states the following upon information and belief:

II. JURISDICTION AND VENUE

2. Defendant transacts business within the State of Washington and at all times relevant hereto, had and has continuous, systematic contacts in and with Washington.

3. Defendant does business in King County, Washington, and some of the acts and transactions that are alleged took place in King County.

4. This Court has jurisdiction over the parties and the subject matter of this lawsuit.

1
2 5. Venue is proper in King County Superior Court.

3 6. Neither the Plaintiff nor any other Class member seeks damages in excess of
4 \$75,000, exclusive of interest and costs. No claim is made arising under any laws of the United
5 States.

6 **III. FACTUAL ALLEGATIONS**

7 7. Defendant THE TALON GROUP is a division of FIRST AMERICAN TITLE
8 INSURANCE COMPANY.

9 8. Plaintiff and similar Class members either sought to sell their homes or obtain
10 new financing on their homes, and as part of the transaction Defendant was their escrow agent.

11 9. As part of the transaction to sell or refinance, Defendant secured title insurance
12 for Plaintiff and Class Members. Defendant secured this title insurance from itself, through
13 some other division, rather than seek such insurance at the lowest possible rate for Plaintiff and
14 the Class; Defendant never searched for other less expensive title insurance for Plaintiff and
15 other Class Members. In so doing, Defendant engaged in self-dealing and did not act in the
16 interests of Plaintiff and Class Members as it was required to do. Further, Defendant did not
17 inform Plaintiff and Class Members that it had obtained title insurance from itself without
18 seeking lower priced insurance for them.

19 10. Defendant served as the closing agent for the transactions involving Plaintiff and
20 Class Members, and as part of that responsibility prepared Settlement Statements (HUD-1s) in
21 which it listed charges (expenses) to Plaintiff and Class Members and affirmed on each such
22 Settlement Statement that it was "a true and accurate account of this transaction [and that it
23 had] caused or will cause the funds to be distributed in accordance with this statement."

24 11. Notwithstanding the foregoing, Defendant charged Plaintiff for services or costs
25 that either were not incurred, should not have been incurred, or were marked up, all without so
26 informing Plaintiff and the Class. Such practices violated the fiduciary duties owed by
Defendant to Plaintiff and the Class, violated the Consumer Protection Act (RCW 19.86), and

breached the contracts between Defendant and Plaintiff and Class Members with respect to services Defendant was to perform.

IV. CLASS ALLEGATIONS

12. Plaintiff seeks to represent a Class consisting of all persons who, within the applicable statute of limitations, had an escrow transaction with Defendant, who obtained title insurance for such transaction from First American Title Insurance Company, who were charged fees by The Talon Group or First American Title Insurance Company not permitted by law or contract and/or who were informed or charged such fees in a deceptive manner. Plaintiff brings this action on behalf of herself and all other persons similarly situated pursuant to Superior Court Civil Rule 23(b)(2) or, alternatively 23(b)(3). The Class that plaintiff seeks to represent is composed of potentially thousands of individuals.

14. Plaintiff's claims alleging violations of fiduciary duty, breach of contract and the Consumer Protection Act, RCW 19.86, are typical of the claims of the Class since Plaintiff and all Class Members sustained damages arising out of Defendant's wrongful conduct in violation of law, as stated in this Complaint.

15. There are common questions of law and fact affecting the Class with respect to the application of the Consumer Protection Act of Washington and the claims for breach of contract and fiduciary duty and determination of restitution and damages because of Defendant's conduct. These common questions predominate over any questions affecting only the individual members of the Class.

16. The interests of the Class are adequately represented by Plaintiff and her counsel. Plaintiff has retained counsel competent and experienced in class and consumer litigation.

17. Plaintiff will fairly and adequately protect the interests of the Class and has claims typical of the claims of all Class members. Plaintiff does not have interests that are antagonistic to or in conflict with those of the Class Members that she seeks to represent.

18. A class action is superior to the other available methods for the fair and efficient adjudication of this controversy because joinder of all members is impractical.

19. This action seeks to enjoin and declare unlawful the practices at issue and provide for equitable restitution of fees illegally collected and incidental damages.

20. This action is also maintainable as a class action because the questions of law or fact common to the members of the Class predominate over any questions affecting only individual members and because a class action is superior to other available methods for the fair and efficient adjudication of the controversy. Specifically, all four of the criteria set forth in CR 23(b)(3) have been satisfied in this case. First, the members of the Class have little, if any, interest in individually controlling the prosecution of separate actions. Second, plaintiff's counsel is not aware of any other litigation concerning the controversy already commenced by members of the Class. Third, it is desirable to concentrate the litigation of these claims in this forum given the judicial resources already expended in this matter and the relationship of Defendant to the state of Washington. Fourth, few difficulties will likely be encountered in the management of the class action.

V. CLAIM FOR RELIEF – VIOLATION OF THE CONSUMER PROTECTION ACT, RCW 19.86

21. Defendant's practices as alleged herein constitute unfair and deceptive acts and practices, which are unlawful and are in violation of the Consumer Protection Act of Washington, RCW 19.86.

22. Plaintiff and Class members were misled regarding the propriety of various charges assessed against them by Defendant. As a typical example, on August 22, 2005 plaintiff was charged a wire/express/tax fee, a Consumer Debt Processing Fee, a Reconveyance Fee and a Mortgage recording fee, all of which were not permitted, or marked up, or not even incurred, or incurred in breach of Defendant's fiduciary duties. Defendant's practice of requiring the payment of such charges has the capacity to deceive reasonable consumers and deprive them of meaningful information and to deceive them as to whether the charges in

question were in fact owed by them. Therefore, this practice is unfair and deceptive under the Consumer Protection Act of Washington, RCW 19.86.

23. Pursuant to RCW 19.86.090, Plaintiff seeks an injunction against Defendant to enjoin further violations of the practices alleged herein together with equitable restitution, incidental damages, costs of suit and reasonable attorneys' fees. Plaintiff and the Class also seek an award of exemplary damages in an amount not to exceed three times the amount of the restitution paid.

VI. CLAIM FOR RELIEF—BREACH OF FIDUCIARY DUTY

24. As an escrow agent, Defendant owed fiduciary duties to Plaintiff and Class Members.

25. Defendant breached its fiduciary duty to Plaintiff and the Class by failing to seek to obtain and by failing to obtain title insurance for Plaintiff and Class Members at competitive and/or less expensive rates, paying itself charges not allowed by law or contract, marking up fees illegally, and representing falsely it was entitled to such fees.

VII. CLAIM FOR RELIEF—BREACH OF CONTRACT

26. Defendant was a party to contracts between itself and Plaintiff and Class Members.

27. Defendant breached its contractual duties to Plaintiff and the Class by failing to seek to obtain and by failing to obtain title insurance for Plaintiff and Class Members at competitive and/or less expensive rates, paying itself charges not allowed by law or contract, marking up fees illegally, and representing falsely it was entitled to such fees.

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**VIII. CLAIM FOR RELIEF--DECLARATORY RELIEF UNDER
THE WASHINGTON DECLARATORY JUDGMENT ACT
(RCW 7.24.010)**

28. Defendant's practice of obtaining title insurance from itself and paying itself fees not permitted by contract or law, without notice to Plaintiff and the Class Members, is illegal.

29. Plaintiff and the Class are entitled to have their rights, status and legal relations with Defendant determined in connection with charging said fees and purchasing such title insurance by means of a declaratory judgment that such practices are illegal; breached the Plaintiff's and Class Member's contracts; constituted breaches of Defendant's fiduciary duties; and violated Washington's Consumer Protection Act.

RELIEF SOUGHT

WHEREFORE, Plaintiff requests relief as follows:

A. That the Court certify the Class pursuant to Civil Rule 23(b)(2) or 23(b)(3) with Plaintiff as the Class Representative and undersigned counsel as Class Counsel for the Class;

B. That the Court enter a judgment in favor of Plaintiff and the Class against Defendant, directing equitable restitution of premiums for title insurance and fees illegally collected and awarding damages, including exemplary damages pursuant to RCW 19.86.090.

C. That the Court enter an injunction and/or declaratory relief permanently forbidding Defendant from committing the practices alleged herein in the future or declaring the same unlawful, and award incidental damages;

D. That the Court award Plaintiff and the Class their costs, including reasonable attorneys' fees pursuant to RCW 19.86.090;

E. A declaration that Defendant has violated the law in conjunction with the escrow transactions with Plaintiff and the Class or otherwise violated their legal rights as alleged herein; and

1
2 F. That the Court award such other and further relief that the Court deems just and
3 equitable.

4 DATED: August 18, 2009

5 WILLIAMSON & WILLIAMS

6
7 By: 

8 Rob Williamson, WSBA #11387

9 BERRY & BECKETT, PLLP
10 Guy W. Beckett, WSBA # 14939

11 1708 Bellevue Ave.
12 Seattle, WA 98122
13 Tel: 206.441.5444
14 Fax: 206.838.6346

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26
Co-Counsel for Plaintiff

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

KAREN TAVENNER on behalf of herself
and others similarly situated,

Plaintiff,

v.

THE TALON GROUP, A DIVISION OF
FIRST AMERICAN TITLE INSURANCE
COMPANY,

Defendant.

No.

SUMMONS

TO: THE TALON GROUP, A DIVISION OF FIRST AMERICAN TITLE INSURANCE
COMPANY, Defendant

A lawsuit has been started against you in the above-entitled Court by the Plaintiff.

Plaintiff's claim is stated in the written Complaint, a copy of which is served upon you with
this Summons.

In order to defend against the lawsuit, you must respond to the Complaint by stating
your defense in writing, and serve a copy upon the undersigned attorney for the Plaintiff within
twenty (20) days after the service of this Summons, or within sixty (60) days if this Summons
was served outside the State of Washington, excluding the day of service, or a default judgment

SUMMONS -1

**WILLIAMSON
& WILLIAMS**

187 PARETT WAY SW
SUITE 250
BAINBRIDGE ISLAND, WA 98110
(206) 780-4447
(206) 780-5557 (FAX)
www.willomstow.com

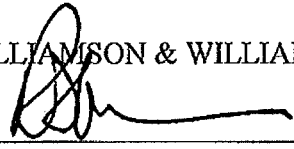
1 may be entered against you without notice. A default judgment is one where the Plaintiff is
2 entitled to what has been asked for because you have not responded. If you serve a notice of
3 appearance on the undersigned attorney, you are entitled to notice before a default judgment
4 may be entered.
5

6 If you wish to seek the advice of an attorney in this matter, you should do so promptly
7 so that your written response, if any, may be served on time.

8 THIS SUMMONS is issued pursuant to Rule 4 of the Superior Court Civil Rules of the
9 State of Washington.

10 DATED this 18 day of August, 2009.

11
12 WILLIAMSON & WILLIAMS

13 By: 
14 Rob Williamson, WSBA #11387

15 BERRY & BECKETT, PLLP
16 Guy W. Beckett, WSBA #14939
17 1708 Bellevue Ave.
18 Seattle, WA 98122
19 Tel.: (206) 441-5444
20 Fax: (206) 838-6346

21 Co-Counsel for Plaintiff
22
23
24
25
26

SUMMONS -2

**WILLIAMSON
& WILLIAMS** 187 PARFITT WAY SW,
SUITE 250
BAINBRIDGE ISLAND, WA 98110
(206) 780-4447
(206) 780-5557 (FAX)
www.williamsllaw.com

FILED

09 AUG 18 PM 3:33

KING COUNTY
 SUPERIOR COURT CLERK
 E-FILED
 CASE NUMBER: 09-2-30644-3 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
 IN AND FOR THE COUNTY OF KING

Karen Tavenner

NO. 09-2-30644-3 SEA

Order Setting Civil Case Schedule (*ORSCS)

vs

Plaintiff(s)

The Talon Group, A Division of First American Title
Insurance Company

ASSIGNED JUDGE Cahan 10

FILE DATE: 08/18/2009

Defendant(s)

TRIAL DATE: 02/07/2011

A civil case has been filed in the King County Superior Court and will be managed by the Case Schedule on Page 3 as ordered by the King County Superior Court Presiding Judge.

I. NOTICES

NOTICE TO PLAINTIFF: The Plaintiff may serve a copy of this **Order Setting Case Schedule (Schedule)** on the Defendant(s) along with the **Summons and Complaint/Petition**. Otherwise, the Plaintiff shall serve the **Schedule** on the Defendant(s) within 10 days after the later of: (1) the filing of the **Summons and Complaint/Petition** or (2) service of the Defendant's first response to the **Complaint/Petition**, whether that response is a **Notice of Appearance**, a response, or a Civil Rule 12 (CR 12) motion. The **Schedule** may be served by regular mail, with proof of mailing to be filed promptly in the form required by Civil Rule 5 (CR 5).

"I understand that I am required to give a copy of these documents to all parties in this case."

 Print Name

 Sign Name

I. NOTICES (continued)

NOTICE TO ALL PARTIES:

All attorneys and parties should make themselves familiar with the King County Local Rules [KCLR] -- especially those referred to in this **Schedule**. In order to comply with the **Schedule**, it will be necessary for attorneys and parties to pursue their cases vigorously from the day the case is filed. For example, discovery must be undertaken promptly in order to comply with the deadlines for joining additional parties, claims, and defenses, for disclosing possible witnesses [See KCLCR 26], and for meeting the discovery cutoff date [See KCLCR 37(g)].

CROSSCLAIMS, COUNTERCLAIMS AND THIRD PARTY COMPLAINTS:

A filing fee of \$200 must be paid when any answer that includes additional claims is filed in an existing case.

KCLCR 4.2(a)(2)

A Confirmation of Joinder, Claims and Defenses or a Statement of Arbitrability must be filed by the deadline in the schedule. The court will review the confirmation of joinder document to determine if a hearing is required. If a Show Cause order is issued, all parties cited in the order must appear before their Chief Civil Judge.

PENDING DUE DATES CANCELED BY FILING PAPERS THAT RESOLVE THE CASE:

When a final decree, judgment, or order of dismissal of all parties and claims is filed with the Superior Court Clerk's Office, and a courtesy copy delivered to the assigned judge, all pending due dates in this **Schedule** are automatically canceled, including the scheduled Trial Date. It is the responsibility of the parties to 1) file such dispositive documents within 45 days of the resolution of the case, and 2) strike any pending motions by notifying the bailiff to the assigned judge.

Parties may also authorize the Superior Court to strike all pending due dates and the Trial Date by filing a *Notice of Settlement* pursuant to KCLCR 41, and forwarding a courtesy copy to the assigned judge. If a final decree, judgment or order of dismissal of all parties and claims is not filed by 45 days after a *Notice of Settlement*, the case may be dismissed with notice.

If you miss your scheduled Trial Date, the Superior Court Clerk is authorized by KCLCR 41(b)(2)(A) to present an *Order of Dismissal*, without notice, for failure to appear at the scheduled Trial Date.

NOTICES OF APPEARANCE OR WITHDRAWAL AND ADDRESS CHANGES:

All parties to this action must keep the court informed of their addresses. When a Notice of Appearance/Withdrawal or Notice of Change of Address is filed with the Superior Court Clerk's Office, parties must provide the assigned judge with a courtesy copy.

ARBITRATION FILING AND TRIAL DE NOVO POST ARBITRATION FEE:

A Statement of Arbitrability must be filed by the deadline on the schedule **if the case is subject to mandatory arbitration** and service of the original complaint and all answers to claims, counterclaims and cross-claims have been filed. If mandatory arbitration is required after the deadline, parties must obtain an order from the assigned judge transferring the case to arbitration. **Any party filing a Statement must pay a \$220 arbitration fee.** If a party seeks a trial de novo when an arbitration award is appealed, a fee of \$250 and the request for trial de novo must be filed with the Clerk's Office Cashiers.

NOTICE OF NON-COMPLIANCE FEES:

All parties will be assessed a fee authorized by King County Code 4.71.050 whenever the Superior Court Clerk must send notice of non-compliance of schedule requirements and/or Local Civil Rule 41.

King County Local Rules are available for viewing at www.kingcounty.gov/courts/clerk.

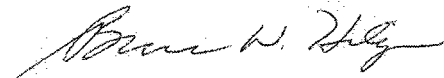
II. CASE SCHEDULE

CASE EVENT	DEADLINE or EVENT DATE	Filing Needed
Case Filed and Schedule Issued.	Tue 08/18/2009	*
Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See KCLMAR 2.1(a) and Notices on Page 2]. \$220 arbitration fee must be paid	Tue 01/26/2010	*
DEADLINE to file Confirmation of Joinder if not subject to Arbitration. [See KCLCR 4.2(a) and Notices on Page 2].	Tue 01/26/2010	*
DEADLINE for Hearing Motions to Change Case Assignment Area. [See KCLCR 82(e)]	Tue 02/09/2010	
DEADLINE for Disclosure of Possible Primary Witnesses [See KCLCR 26(b)].	Tue 09/07/2010	
DEADLINE for Disclosure of Possible Additional Witnesses [See KCLCR 26(b)].	Mon 10/18/2010	
DEADLINE for Jury Demand [See KCLCR 38(b)(2)].	Mon 11/01/2010	*
DEADLINE for Setting Motion for a Change in Trial Date [See KCLCR 40(d)(2)].	Mon 11/01/2010	*
DEADLINE for Discovery Cutoff [See KCLCR 37(g)].	Mon 12/20/2010	
DEADLINE for Engaging in Alternative Dispute Resolution [See KCLCR 16(b)].	Mon 01/10/2011	
DEADLINE for Exchange Witness & Exhibit Lists & Documentary Exhibits [See KCLCR 4(j)].	Tue 01/18/2011	
DEADLINE to file Joint Confirmation of Trial Readiness [See KCLCR 16(a)(2)]	Tue 01/18/2011	*
DEADLINE for Hearing Dispositive Pretrial Motions [See KCLCR 56; CR 56].	Mon 01/24/2011	
Joint Statement of Evidence [See KCLCR (4)(k)].	Mon 01/31/2011	*
DEADLINE for filing Trial Briefs, Proposed Findings of Fact and Conclusions of Law and Jury Instructions (Do not file Proposed Findings of Fact and Conclusions of Law with the Clerk)	Mon 01/31/2011	*
Trial Date [See KCLCR 40].	Mon 02/07/2011	

III. ORDER

Pursuant to King County Local Civil Rule 4 [KCLCR 4], IT IS ORDERED that the parties shall comply with the schedule listed above. Penalties, including but not limited to sanctions set forth in Local Civil Rule 4(g) and Rule 37 of the Superior Court Civil Rules, may be imposed for non-compliance. It is FURTHER ORDERED that the party filing this action **must** serve this *Order Setting Civil Case Schedule* and attachment on all other parties.

DATED: 08/18/2009



PRESIDING JUDGE

IV. ORDER ON CIVIL PROCEEDINGS FOR ASSIGNMENT TO JUDGE

READ THIS ORDER BEFORE CONTACTING YOUR ASSIGNED JUDGE

This case is assigned to the Superior Court Judge whose name appears in the caption of this case schedule. The assigned Superior Court Judge will preside over and manage this case for all pretrial matters.

COMPLEX LITIGATION: If you anticipate an unusually complex or lengthy trial, please notify the assigned court as soon as possible.

APPLICABLE RULES: Except as specifically modified below, all the provisions of King County Local Civil Rules 4 through 26 shall apply to the processing of civil cases before Superior Court Judges. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

CASE SCHEDULE AND REQUIREMENTS

Deadlines are set by the case schedule, issued pursuant to Local Civil Rule 4.

THE PARTIES ARE RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL DEADLINES IMPOSED BY THE COURT'S LOCAL CIVIL RULES.

A. Joint Confirmation regarding Trial Readiness Report:

No later than twenty one (21) days before the trial date, parties shall complete and file (with a copy to the assigned judge) a joint confirmation report setting forth whether a jury demand has been filed, the expected duration of the trial, whether a settlement conference has been held, and special problems and needs (e.g. interpreters, equipment, etc.).

The form is available at <http://www.kingcounty.gov/courts/superiorcourt.aspx>. If parties wish to request a CR 16 conference, they must contact the assigned court. Plaintiff's/petitioner's counsel is responsible for contacting the other parties regarding said report.

B. Settlement/Mediation/ADR

a. Forty five (45) days before the trial date, counsel for plaintiff/petitioner shall submit a written settlement demand. Ten (10) days after receiving plaintiff's/petitioner's written demand, counsel for defendant/respondent shall respond (with a counter offer, if appropriate).

b. Twenty eight (28) days before the trial date, a Settlement/Mediation/ADR conference shall have been held. FAILURE TO COMPLY WITH THIS SETTLEMENT CONFERENCE REQUIREMENT MAY RESULT IN SANCTIONS.

C. Trial: Trial is scheduled for 9:00 a.m. on the date on the case schedule or as soon thereafter as convened by the court. The Friday before trial, the parties should access the King County Superior Court website <http://www.kingcounty.gov/courts/superiorcourt.aspx> to confirm trial judge assignment. Information can also be obtained by calling (206) 205-5984.

MOTIONS PROCEDURES

A. Noting of Motions

Dispositive Motions: All summary judgment or other dispositive motions will be heard with oral argument before the assigned judge. The moving party must arrange with the hearing judge a date and time for the hearing, consistent with the court rules. Local Civil Rule 7 and Local Civil Rule 56 govern procedures for summary judgment or other motions that dispose of the case in whole or in part. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

Nondispositive Motions: These motions, which include discovery motions, will be ruled on by the assigned judge without oral argument, unless otherwise ordered. All such motions must be noted for a date by which the ruling is requested; this date must likewise conform to the applicable notice requirements. Rather than noting a time of day, the Note for Motion should state "Without Oral Argument." Local Civil Rule 7 governs these motions, which include discovery motions. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

Motions in Family Law Cases not involving children: Discovery motions to compel, motions in limine, motions relating to trial dates and motions to vacate judgments/dismissals shall be brought before the assigned judge. All other motions should be noted and heard on the Family Law Motions calendar. Local Civil Rule 7 and King County Family Law Local Rules govern these procedures. The local rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

Emergency Motions: Under the court's local civil rules, emergency motions will be allowed only upon entry of an Order Shortening Time. However, emergency discovery disputes may be addressed by telephone call and without written motion, if the judge approves.

B. Original Documents/Working Copies/ Filing of Documents

All original documents must be filed with the Clerk's Office. Please see information on the Clerk's Office website at www.kingcounty.gov/courts/clerk regarding the new requirement outlined in LGR 30 that attorneys must e-file documents in King County Superior Court. The exceptions to the e-filing requirement are also available on the Clerk's Office website.

The working copies of all documents in support or opposition must be marked on the upper right corner of the first page with the date of consideration or hearing and the name of the assigned judge. The assigned judge's working copies must be delivered to his/her courtroom or the Judges' mailroom. Working copies of motions to be heard on the Family Law Motions Calendar should be filed with the Family Law Motions Coordinator. On June 1, 2009 you will be able to submit working copies through the Clerk's office E-Filing application at www.kingcounty.gov/courts/clerk.

Service of documents. E-filed documents may be electronically served on parties who opt in to E-Service within the E-Filing application. The filer must still serve any others who are entitled to service but who have not opted in. E-Service generates a record of service document that can be e-filed. Please see information on the Clerk's office website at www.kingcounty.gov/courts/clerk regarding E-Service.

Original Proposed Order: Each of the parties must include an original proposed order granting requested relief with the working copy materials submitted on any motion. Do not file the original of the proposed order with the Clerk of the Court. Should any party desire a copy of the order as signed and filed by the judge, a pre-addressed, stamped envelope shall accompany the proposed order.

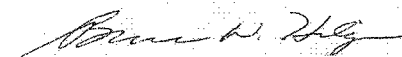
Presentation of Orders: All orders, agreed or otherwise, must be presented to the assigned judge. If that judge is absent, contact the assigned court for further instructions. If another judge enters an order on the case, counsel is responsible for providing the assigned judge with a copy.

Proposed orders finalizing settlement and/or dismissal by agreement of all parties shall be presented to the assigned judge or in the Ex Parte Department. Formal proof in Family Law cases must be scheduled before the assigned judge by contacting the bailiff, or formal proof may be entered in the Ex Parte Department. **If final order and/or formal proof are entered in the Ex Parte Department, counsel is responsible for providing the assigned judge with a copy.**

C. Form

Memoranda/briefs for matters heard by the assigned judge may not exceed twenty four (24) pages for dispositive motions and twelve (12) pages for nondispositive motions, unless the assigned judge permits over-length memoranda/briefs in advance of filing. Over-length memoranda/briefs and motions supported by such memoranda/briefs may be stricken.

IT IS SO ORDERED. FAILURE TO COMPLY WITH THE PROVISIONS OF THIS ORDER MAY RESULT IN DISMISSAL OR OTHER SANCTIONS. PLAINTIFF/PEITITONER SHALL FORWARD A COPY OF THIS ORDER AS SOON AS PRACTICABLE TO ANY PARTY WHO HAS NOT RECEIVED THIS ORDER.



PRESIDING JUDGE

FILED

09 AUG 18 PM 3:33

KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE NUMBER: 09-2-30644-3 SEA

SUPERIOR COURT OF WASHINGTON
COUNTY OF KING

Karen Tavenner

NO. 09-2-30644-3 SEA

VS

The Talon Group, A Division of First Am

CASE INFORMATION COVER SHEET
AND AREA DESIGNATION

CAUSE OF ACTION

(COM) - CONTRACT/COMMERCIAL

AREA DESIGNATION

SEATTLE - Defined as all King County north of Interstate 90 and including all of Interstate 90 right of way, all of the cities of Seattle, Mercer Island, Issaquah, and North Bend, and all of Vashon and Maury Islands.

FILED

09 SEP -1 AM 9:43

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

**SUPERIOR COURT, IN AND FOR THE COUNTY OF KING, STATE OF
WASHINGTON**

KAREN TAVENNER ON BEHALF OF HERSELF
AND OTHERS SIMILARLY SITUATED
Plaintiff/Petitioner

Cause #: 09-2-30644-3 SEA

vs.
THE TALON GROUP, A DIVISION OF FIRST
AMERICAN TITLE INSURANCE COMPANY
Defendant/Respondent

Declaration of Service of:

SUMMONS AND COMPLAINT FOR BREACH OF FIDUCIARY
DUTIES, BREACH OF CONTRACT, VIOLATION OF THE
CONSUMER PROTECTION ACT, STATUTORY PENALTIES
AND INJUNCTIVE AND DECLARATORY RELIEF; ORDER
SETTING CIVIL CASE SCHEDULE

Hearing Date:

Declaration:

The undersigned hereby declares: That s(he) is now and at all times herein mentioned, a citizen of the United States and a resident of the State of Washington, over the age of eighteen, not an officer of a plaintiff corporation, not a party to nor interested in the above entitled action, and is competent to be a witness therein.

On the date and time of Aug 28 2009 1:10PM at the address of 11400 SE 8TH ST STE. 250 BELLEVUE, within the County of KING, State of WASHINGTON, the declarant duly served the above described documents upon THE TALON GROUP, A DIVISION OF FIRST AMERICAN TITLE INSURANCE COMPANY by then and there personally delivering 1 true and correct copy(ies) thereof, by then presenting to and leaving the same with LESLEY HASKINS OFFICE MANAGER, AS DIRECTED.

No information was provided that indicates that the subjects served are members of the U.S. military.

I hereby declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated: August 31, 2009 at Seattle, WA

by


T. Hermansen 0561574

Service Fee Total: \$ 121.02



ABC Legal Services, Inc.
206 521-9000
Tracking #: 8073696

**ORIGINAL
PROOF OF SERVICE**

09026
Williamson & Williams
187 Parfitt Way, #250
Bainbridge Island, WA 98110
206 780-4447

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

KAREN TAVENNER on behalf of herself
and others similarly situated,

Plaintiff,

v.

THE TALON GROUP, A DIVISION OF
FIRST AMERICAN TITLE INSURANCE
COMPANY,

Defendant.

No. 09-2-30644-3 SEA

SUMMONS

TO: THE TALON GROUP, A DIVISION OF FIRST AMERICAN TITLE INSURANCE
COMPANY, Defendant

A lawsuit has been started against you in the above-entitled Court by the Plaintiff.

Plaintiff's claim is stated in the written Complaint, a copy of which is served upon you with
this Summons.

In order to defend against the lawsuit, you must respond to the Complaint by stating
your defense in writing, and serve a copy upon the undersigned attorney for the Plaintiff within
twenty (20) days after the service of this Summons, or within sixty (60) days if this Summons
was served outside the State of Washington, excluding the day of service, or a default judgment

SUMMONS -1

**WILLIAMSON
& WILLIAMS**

187 PRAIRIE VIEW SW
SUITE 250
BREMEN, WA 98148
(206) 788-4117
(206) 788-5557 (TOLL)
www.williamsonandwilliams.com

FILED

09 SEP 11 AM 9:07

KING COUNTY

The Honorable Regina Chan
SUPERIOR COURT CLERK
E-FILED

CASE NUMBER: 09-2-30644-3 SEA

SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

KAREN TAVENNER, on behalf of herself and
others similarly situated,

Plaintiff,

v.

THE TALON GROUP, a division of First
American Title Insurance Company,

Defendant.

No. 09-2-30644-3 SEA

NOTICE OF APPEARANCE

Clerk's Action Required

TO: CLERK OF THE COURT

AND TO: The Plaintiff Above Named

AND TO: Counsel of Record

YOU AND EACH OF YOU will please take NOTICE that Defendant The Talon Group
hereby appears in the above-entitled action and requests that all further papers and pleadings,
except original process, be served upon the undersigned attorneys at the address below stated.

DATED this 11th day of September, 2009.

Davis Wright Tremaine LLP
Attorneys for Defendant The Talon Group

By s/ Stephen M. Rummage
Stephen M. Rummage, WSBA #11168
Darcy W. Shearer, WSBA #38992
1201 Third Avenue, Suite 2200
Seattle, Washington 98101-3045
Telephone: (206) 622-3150
Fax: (206) 757-7700
E-mail: steверummage@dwt.com
E-mail: darcyshearer@dwt.com

CERTIFICATE OF SERVICE

I hereby certify that on September 11, 2009, I caused the foregoing *Notice of Appearance* to be electronically filed with the Clerk of the Court using the King County E-Filing system and served a true and correct copy on plaintiff's counsel by sending the same via e-mail and United States first-class mail, postage prepaid, addressed as follows:

Rob Williamson
WILLIAMSON & WILLIAMS
187 Parfitt Way SW, Suite 250
Bainbridge Island, WA 98110-2593

E-mail: roblin@williamslaw.com

Guy W. Beckett
BERRY & BECKETT, PLLP
1708 Bellevue Avenue
Seattle, WA 98122-2017

E-mail: gbeckett@beckettllaw.com

DATED this 11th day of September, 2009.

Davis Wright Tremaine LLP
Attorneys for Defendant The Talon Group

By s/ Stephen M. Rummage
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1201 Third Avenue, Suite 2200
Seattle, Washington 98101-3045
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